ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 19		
									T			
	ACT PURCH O		ER/AGREEMENT NO.	2. DELIV	VERY ORDER	/CALL NO.	3. DATE OF ORD (YYYYMMMDD) 2004JAN05	ER/CALI		JISITION/PURCH RE	QUEST NO.	5. PRIORITY DOA4
6. ISSUED	BY		-	CODE	W56HZV	7. ADMINIST	ERED BY (If other	than 6)	SEE S		1403A	8. DELIVERY FOB
AMS JEF		(5	BLDG 231 86)574-7246			152	A CHICAGO 3 WEST CENTRA	AL ROAL	D	<u> </u>		X DESTINATION
	•		N 48397-5000 @TACOM.ARMY.MIL ING.TACOM.ARMY.M	итт			G 203 INGTON HEIGH	rs IL	60004-2	2451		OTHER
nii	P·//CONTRA	.C1.	ING. TACOM.ARMI.M	1111		SCD: A	PAS: 1	IONE		ADP PT: HQ033	39	(See Schedule if other)
9. CONTR	ACTOR			CODE	8V533	FACIL	ITY	4	LIVER TO F	OB POINT BY (Date)		11. X IF BUSINESS IS
	STANLE	Y I	MACHINING & TOOL	L CORP	_		•	`		,		SMALL
NAME	425 MA	PL	E AVENUE RSVILLE, IL. 601						SCHEDULE SCOUNT TEN			SMALL DISADVANTAGED
AND ADDRESS		IIE.	CSVILLE, IL. 601	110-193	,				30 Days	CVID.		X WOMAN-OWNED
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	TYPE E	BUS	INESS: Other Sma	all Bus	iness Perf	forming in	U.S.	See	Block 15	j		
14. SHIP T	SCHEDULE			CODE			F WILL BE MADE		Р	COD	E HQ0339	MARK ALL PACKAGES AND
SEE	SCHEDULE					DFA	S-CO/WEST EN			ATIONS		PAPERS WITH IDENTIFICATION
							. BOX 182381 UMBUS, OH 432	218-23	81			NUMBERS IN BLOCKS 1 AND 2
16.	DELIVERY/ CALL		THIS DELIVERY ORDE	R IS ISSUED	ON ANOTHER (	GOVERNMENT AG	ENCY OR IN ACCORI	DANCE WI	TH AND SUBJE	ECT TO TERMS AND COM	NDITIONS OF ABOV	E NUMBERED CONTRACT.
TYPE OF			Poforonos vous	Oral	X Writton	Pays Outtotion W5	ment will be 6HZV04Q0226	made	by Electr	ronic Funds Tra	ansfer	
ORDER	PURCHASE	х		K	furnish the fol	llowing on terms	specified herein.				ODDED ACIT	MAY PREVIOUSLY HAVE
										AND AGREES TO PE		
If th	NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMMDD)  If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCO	OUNTING AND	APP	PROPRIATION DATA/LO	OCAL USE								
SEE 18. ITEM	SCHEDULE NO. 19. SO	СНЕ	EDULE OF SUPPLIES/SI	ERVICE			20. QUANTITY	ř	21.	22. UNIT PRICE	23. AMOUNT	
							ORDERED/ ACCEPTED*		UNIT			
			HEDULE CT TYPE:									
	F	irm	n-Fixed-Price									
			F CONTRACT: oly Contracts and	d Price	d Orders							
	accepted by the		, c	4. UNITED	STATES OF A						25. TOTAL	\$31,321.50
If differen		ıant	ity accepted below			ABRAMSON /: @TACOM.ARM	SIGNED/ Y.MIL (586)57				26. DIFFERENCES	3
	rdered and encir		N 20 HAS BEEN	BY:				CON	FRACTING/O	RDERING OFFICER		
	PECTED				-	ORMS TO CONT	TRACT EXCEPT AS	NOTED				
b. SIGNA	TURE OF AUT	нон	RIZED GOVERNMENT I	REPRESE	NTATIVE		c. DATE (YYYYMMMD	(D)		D NAME AND TITLE SENTATIVE	OF AUTHORIZE	D GOVERNMENT
e. MAILI	NG ADDRESS (	)F A	AUTHORIZED GOVERN	MENT RE	PRESENTATI	VE	28. SHIP. NO.	1	29. D.O. VOU	CHER NO.	30. INITIALS	
								32. PAID BY		33. AMOUNT V	ERIFIED CORRECT FOR	
f. TELEPHONE NUMBER g. E-MAIL ADDRESS					PARTIA FINAL	L						
					31. PAYMENT	,			34. CHECK NU	MBER		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					г.	СОМРІ	ETE					
a. DATE			b. SIGNATURE AND	TITLE OF	CERTIFYING	OFFICER	PARTIA				35. BILL OF L	ADING NO.
(YYYYM!	MMDD)						FINAL					
37. RECE	IVED AT		38. RECEIVED BY (P	'rint)	39. DATE RE		40. TOTAL CO TAINERS	DN-	41. S/R ACCO	OUNT NUMBER	42. S/R VOUCE	IER NO.

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Name of Offeror or Contractor: Stanley Machining & Tool, Corp.

over guidance found on the TACOM contracting web page.

SUPPLEMENTAL INFORMATION

1

Regulatory Cite	Title	Date
52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/userguide.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a>
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a>

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 5340-01-378-4984 FSCM: 19207 PART NR: 12389380 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	57	EA	\$549.50000	\$31,321.50
	NOUN: PLATE ASSEMBLY PRON: EH4A6131EH PRON AMD: 01 ACRN: AA AMS CD: 060011				
	Description/Specs./Work Statement TOP DRAWING NR: 12389380 DATE: 30-OCT-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 W56HZV3302T600 W25G1U J 1  DEL REL CD QUANTITY DAYS AFTER AWARD  001 57 0150				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS  (W25GlU) XU TRANSPORTATION OFFICER  DDSP NEW CUMBERLAND FACILITY  BUILDING MISSION DOOR 113 134  NEW CUMBERLAND PA 17070-5001				
	CONTRACT/DELIVERY ORDER NUMBER W56HZV-04-P-0328/0000				

	CONTINUATION SHEET			Reference No. of Document Being Continued					Page 4 of 19		
	CONTIN	PIIN/SIIN W56HZV-04-P-0328		MO	MOD/AMD						
Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.											
CONTRAC	T ADMINISTRA	TION DATA									
	PRON/						JOB				
LINE	AMS CD/	OBLG					ORDER	ACCOUNT	ING	OBLIGATED	
ITEM_	MIPR	ACRN STAT	ACCOUNTING	CLASSIFICATION			NUMBER	STATION		AMOUNT	
0001AA	ЕН4А6131ЕН	AA 2	97 X4930A	C9D 6D	26KB	S20113		W56HZV	\$	31,321.50	
	060011										
								TOTAL	\$	31,321.50	
SERVICE							ACC	OUNTING		OBLIGATED	
NAME	TOTA	L BY ACRN	ACCOUNTING	CLASSIFICATION			STA	TION		AMOUNT	
Army		AA	97 X4930A	C9D 6D	26KB	S20113	W56	HZV	\$ _	31,321.50	
								TOTAL	\$	31,321.50	

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CONTINUATION SHEET	PIIN/SIIN W56HZV-04-P-0328	MOD/AMD	

Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

ACT CLA	AUSES		
2	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
3	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
4	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
5	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
6	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
7	52.246-2	INSPECTION OF SUPPLIESFIXED PRICE	AUG/1996
8	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
9	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I dated Dec 2000)	DEC/2000
10	52.204-4006 (TACOM)	INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED ACQUISITIONS AND DESIGNATION OF F.O.B. POINT	MAY/2000

- (a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.
- (b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: http://contracting.tacom.army.mil/opportunity.htm
- (c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.
  - (d) We hereby specify that the required F.O.B. point for this acquisition is DESTINATION
- (e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

11 52.211-4015 CONFIGURATION CONTROL--ENGINEERING CHANGES JUL/2002 (TACOM)

### (a) DEFINITIONS:

- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
  - (3) Value Engineering Change Proposal (VECP). A proposal that --
    - (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
  - (A) In deliverable end item quantities only;
  - (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
  - (C) To the contract type only.
  - (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.

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CONTINUATION SHEET	

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

(b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

- (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDDs) which can be found at the following website: http://contracting.tacom.army.mil/engr/engrchange.htm. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
  - (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is MM.
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
  - (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.
  - (d) Submittal Procedures for ECPs/VECPs/RFDs.
    - (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
    - (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer majewskv@tacom.army.mil and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

- (f) Approval of ECPs, VECPs and RFDs.
- (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
- (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
  - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.
- (g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.
  - (h) Reminder Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for,

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

or bind the Government.

- (i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.
- (j) Questions.
- (1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).
- (2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

12 52.211-4053 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING MAR/2000 (TACOM) SUBSTANCES

- (a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.
- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.
- (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: http://contracting.tacom.army.mil/ciods.html

[End of Clause]

13 52.211-4517 PACKAGING REQUIREMENTS (COMMERCIAL)

SEP/2003

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 001

- (1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.
- (2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.
- (4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handing and shipment.
- (b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.
  - (c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

(d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:

- (1) The quantity is over one (1) gross of the same national stock number,
- (2) Use enhances handling and inventorying,
- (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (4) The unit pack is less than 64 cubic inches,
- (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

#### (e) Packing:

- (1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
- (2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
  - (f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

#### (g) Marking:

- (1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, dated 15 Dec 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.
- (2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3
- (3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".
- (4) Military Shipping Label: : Military Shipment Labels(MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at <a href="http://www.easysoftcorp.com/products/Software/MSL.html">http://www.easysoftcorp.com/products/Software/MSL.html</a>. Insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.
  - (h) Hazardous Materials(As applicable):
    - (1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
  - (2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations

International Maritime Dangerous Goods Code (IMDG)

Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49

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Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

- (3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- (4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
- (i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.
- (j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
- (k) SUPPLEMENTAL INSTRUCTIONS: REQUEST CONTRACTOR TO PROVIDE ACTUAL UNIT PACK WEIGHT, CUBE AND SIZE TO THE FOLLOWING E-MAIL ADDRESS: PACKAGING@TACOM.ARMY.MIL

[End of clause]

14 52.246-4005 INSPECTION AND ACCEPTANCE POINTS: ORIGIN (TACOM)

FEB/1995

- (a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN
  - (b) Origin inspection shall take place at the site specified below:

Stanley Machining and Tool Corp 425 Maple Ave Carpentersville, IL. 60110 Cage Code 8V533.

[End of Clause]

15 52.246-4052 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM (TACOM) REQUIREMENT

MAR/2000

The Quality System for this procurement is: ISO 9001-2000

[End of Clause]

16 52.246-4053 USE OF MIL-STD 1916 JAN/2001

(TACOM)

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD- 1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

17 52.247-4

F.O.B. DESTINATION -- EVIDENCE OF SHIPMENT (DEVIATION)

JUL/1995

- (a) If this contract is awarded on an f. o. b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.
- (1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.
  - (2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or
- (3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.
- (b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

- 18 252.225-7036, BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION APR/2003
  ALT I ACT--BALANCE OF PAYMENTS PROGRAM, Alternate I dated April 2003
- (a) Definitions. As used in this clause-
  - (1) "Component" means an article, material, or supply incorporated directly into an end product.
  - (2) "Domestic end product" means-
    - (i) An unmanufactured end product that has been mined or produced in the United States; or
    - (ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that-
      - (A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
      - (B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.
  - (3) "End product" means those articles, materials, and supplies to be acquired under this contract for public use.
    - (4) "Foreign end product" means an end product other than a domestic end product.
    - (5) "North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.
  - (6) "Canadian end product," means an article that-
    - (i) Is wholly the growth, product, or manufacture of Canada; or
    - (ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in Canada into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.
    - (7) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
    - (8) "Qualifying country component" means a component mined, produced, or manufactured in a qualifying country.
    - (9) "Qualifying country end product" means-
      - (i) An unmanufactured end product mined or produced in a qualifying country; or
      - (ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:
        - (A) Components mined, produced, or manufactured in a qualifying country.
        - (B) Components mined, produced, or manufactured in the United States.
        - (C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.
    - (10) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.
  - (b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d), the Balance of Payments Program, and the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note). Unless otherwise specified, this clause applies

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n

Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

to all items in the Schedule.

entry.

(c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, Canadian, or other foreign end products in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product or a Canadian end product, the Contractor shall deliver a qualifying country end product, a Canadian end product, or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free

(End of clause)

19 252.225-7037 DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS

MAR/1998

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- (a) Definition. "Eligible end product," as used in this clause, means-
- (1) "Designated country end product," "Caribbean Basin country end product," or "NAFTA country end product," as defined in the Trade Agreements clause of this contract;
- (2) "NAFTA country end product," as defined in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract; or
- (3) "Canadian end product," as defined in Alternate I of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract.
- (b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve delivery of eligible end products to be accorded duty-free entry whether placed-
  - (1) Directly with a foreign concern as a prime contract; or
  - (2) As a subcontract or purchase order under a contract with a domestic concern.
- (c) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for duty for eligible end products.
  - (d) The Contractor warrants that-
- (1) All eligible end products, for which duty-free entry is to be claimed under this clause, are intended to be delivered to the Government; and
- (2) The Contractor will pay any applicable duty to the extent that such eligible end products, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.
- (e) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of eligible end products for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.
- (f) All shipping documents submitted to Customs, covering eligible end products for which duty-free entry certificates are to be issued under this clause, shall-
  - (1) Consign the shipments to the appropriate-
    - (i) Military department in care of the Contractor, including the Contractor's delivery address; or
    - (ii) Military installation; and
  - (2) Include the following information-
    - (i) Prime contract number, and delivery order if applicable;
    - (ii) Number of the subcontract/purchase order for foreign supplies if applicable;

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

(iii) Identification of carrier;

(iv)

- (A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142, and notify Commander, Defense Contract Management Command (DCMC) New York, ATTN: Customs Team, DCMDN-GNIC, 207 New York Avenue, Staten Island, New York 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.
- (B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCMC, NY, for execution of the duty-free certificate. (Note: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required, the contractor or its agent shall claim duty-free entry under NAFTA or other trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMC, NY, is required.
- (v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);
  - (vi) Estimated value in U.S. dollars; and
- (vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCMC Dayton, S3605A.
  - (g) Preparation of customs forms.
- (1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of eligible end products in connection with DoD contracts into the United States, its possessions, or Puerto Rico. The completed customs forms shall be submitted to the District Director of Customs with a copy to DCMC NY for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.
- (2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.
  - (h) The Contractor agrees-
- (1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;
  - (2) To consign the shipment as specified in paragraph (f) of this clause; and
  - (3) To mark the exterior of all package as follows:
    - (i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;" and
    - (ii) The activity address number of the contract administration office actually administering the prime contract.
- (i) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of eligible end products to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the supplier of the eligible end products. The notice shall contain-
  - (1) Prime contractor's name, address, and CAGE code;
  - (2) Prime contract number, and delivery order number if applicable;
  - (3) Total dollar value of the prime contract or delivery order;
  - (4) Expiration date of the prime contract or delivery order;

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

- (5) Foreign supplier's name and address;
- (6) Number of the subcontract/purchase order for eligible end products;
- (7) Total dollar value of the subcontract for eligible end products;
- (8) Expiration date of the subcontract for eligible end products;
- (9) List of items purchased;
- (10) An agreement by the Contractor that any applicable duty shall be paid by the Contractor to the extent that such eligible end products are diverted to nongovernmental use other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer; and
  - (11) The scheduled delivery date(s).

[End of Clause]

20 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002) MAY/2002

- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
  - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
  - (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
    - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
      - (i) This contract is a construction contract; or
      - (ii) The supplies being transported are-
        - (A) Noncommercial items; or
        - (B) Commercial items that-
  - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
  - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
  - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
    - (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels,

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
  - (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-
  - (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

21 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING (TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website

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http://farsite.hill.af.mil/

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards\_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards
Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
  - (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
  - (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
  - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

22 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFOs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can

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Name of Offeror or Contractor: Stanley machining & tool, corp.

contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

23 52.211-4008 DRAWING LIMITATIONS NOV/2002 (TACOM)

- (a) The drawings supplied with this contract are <u>not</u> shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:
  - (1) depict the completed (item(s), and
  - (2) serve as the basis for inspection of the completed item(s).
- (b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.
- (c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.
- (d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.
- (e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

24 52.211-4036 FORMAT OF THE TECHNICAL DATA PACKAGE APR/2000 (TACOM)

- (a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.
- (b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM AMSTA-CM-CDD (TDP Requests) Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Gerri Mackey and Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

25 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002 (TACOM)

- (a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.
- (b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

26 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 MAR/2002 (TACOM)

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
  - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

27 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION SEP/2000 (TACOM)

- (a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.
- (b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.
  - (1) Unit Package:
- (i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box). Wrapped in neutral paper and placed in a fiberboard box.
  - (ii) Unit Package Exterior Size/Weight of Unit Package with contents:

# **Reference No. of Document Being Continued**

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

(v) Gross Weight of Unit Load 1140 Lbs;

me	eror or Contractor: stanley machining & tool, corp.							
		Length21_x Width_20_x Depth 2(expressed in inches)/Weight expressed in70 pounds						
(2)	Shippi	ng Container:						
	(i)	Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:						
		Length, 1'9"_ x Width, 1'8" x Height, 0'2" (expressed in feet and inches)						
	(ii)	Number of unit packages per shipping container1_ each						
	(iii)	Gross weight of Shipping container and contents _70_ Lbs.						
(3)	Unitize	ed Loads:						
	(i)	Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [X] No [ ]; describe:						
	(ii)	Number of Shipping containers per pallet/skid 16 each.						
	(iii)	Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials $20\_$ Lbs						
	(iv)	Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:						
		Length, 4' x Width, 3' x Height, 1'10" (expressed in feet and inches)						

CONT	NUATION SHEET	Reference No. of Document B		Page 19 of 19							
CONTI	INUATION SHEET	PIIN/SIIN W56HZV-04-P-0328 MOD/AMD									
Name of Offeror	Name of Offeror or Contractor: Stanley Machining & Tool, CORP.										
LIST OF ATTACHMEN	NTS										
List of				Number							
Addenda		Title	Date	of Pages	Transmitted By						
Attachment 001	TDP # 12389380		30-OCT-2003								